

AGREEMENT

Between the

CARLSTADT BOARD OF EDUCATION

And the

CARLSTADT EDUCATION ASSOCIATION

For the

Period June 27, 2011 through June 26, 2014

PREAMBLE

A. This Agreement entered into this 27 day of June, 2011 between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt Education Association, hereinafter called the "Association."

B. This Agreement is divided into five (5) sections: Articles I through VIIIA, IX, X, XI, XIII, XIV, XXV, XXVI and XXVII apply to all bargaining unit members; Articles VIIIB through C, XII, XV, XVI, XVII, XVIII, XIX, and XX apply to teachers only; Articles VIIIB through C, XII, XX, and XXI apply to custodians; Articles VIIIB through C, XII, XX, and XXII, apply to Secretaries; Articles VIIIB through C and XXIII apply to Teacher Aides and Article XXIV applies to Library Clerks.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified teacher personnel, all regularly employed full time and part time custodians, all regularly employed full time and part time secretaries, all regularly employed full time and part time teacher aides and all regularly employed full time and part time library clerks. This agreement excludes:

Superintendent
Business Administrator/Board Secretary
Principals
Supervisor of Buildings and Grounds
Supervisor of Special Education/LDTC
Supervisor of Technology
Substitute Teachers
Secretary to the Superintendent
Secretary to the Board Business Administrator/Board Secretary
All other non-certified Personnel.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in a good faith effort to reach agreement. Once ratified, any contract shall apply to all employees for whom the Association is authorized to negotiate and shall be reduced to writing and signed by the authorized representatives of both parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the Carlstadt School District. The Association, likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations.
- D. The Association and the Board negotiating units will schedule meetings at the convenience of both units for the purpose of negotiating said contract.
- E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

ARTICLE III

GRIEVANCE PROCEDURE

A.

1. A grievance is claimed by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices directly affecting the working conditions of an employee or a group of employees.
2. An "aggrieved person" is the person or persons of the Association making the claim.
3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
 - a) The failure or refusal of the Board to renew a contract of a non-tenure employee.
 - b) In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

B. A grievance must be filed within fifteen (15) working days of its occurrence or such grievance shall be deemed to constitute abandonment of the grievance.

C. Any employee shall have the right to present his grievance through the process described in the following steps. The employee shall have the right to present the appeal or to designate representatives of the Association or another person to appear at any step in the appeal.

D. No reprisals shall be taken, by either party, against any participants in a grievance.

STEP 1. An employee or employee with a grievance shall file, in writing on the prescribed Grievance Form - Step 1, with the principal, either directly or through the Association, with the objective of resolving the matter. A decision on Grievance Decision Statement - Step 1 shall be rendered within five (5) school days after the presentation of the grievance.

STEP 2. If the grievance is not resolved or a decision rendered to the satisfaction of the aggrieved person within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance with the Association within ten (10) school days after the grievance was presented in Step 1. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The written grievance shall include:

- a) A copy of Grievance Form - Step 1 that was submitted to the principal;
- b) A copy of Grievance Decision Statement - Step 1 received from the

- principal;
- c) A statement including basis of dissatisfaction with the decision rendered in Step 1.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within ten (10) school days. The Superintendent shall then have ten (10) school days to render a decision after the grievance is presented.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person within the time limits stated in Step 2, the aggrieved person may appeal to the Board within five (5) school days.

Step 3. If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own conduct a hearing or it may request the submission of additional written material. A hearing shall be held, as expeditiously as possible, when the aggrieved person requests a hearing, in writing.

The Board shall make a determination within 30 calendar days, which may be extended in the event of an emergency to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

STEP 4. If the aggrieved person is not satisfied with the decision at Step 3, the aggrieved person shall have the right to request, in writing through the Association, non-binding arbitration within ten (10) calendar days of the decision rendered in Step 3.

If the Association determines that the grievance has merit, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree on an arbitrator within 21 calendar days, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The authority of the arbitrator shall be limited solely to the interpretation of the language of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify any of said provision.

The arbitrator's decision shall be submitted to the Board and the Association and shall be non-binding on either party. Should any of the parties reject the non-binding decision of the arbitrator, the reason or reasons shall be stated in writing no later than 30 calendar days from the date of the receipt of the decision.

E. Decisions rendered in all steps of this grievance procedure shall be in writing.

F. The Board and the Association shall share all costs for the services of the arbitrator equally.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to permit the Association to view and copy public information of the Board.
- B. When, at the direction of the Board, any employee participates during working hours in negotiations, grievance proceedings, or conferences, the employee shall suffer no loss in pay.

ARTICLE V

SALARIES

- A. The salaries of all employees covered by the contract set forth in the salary guides for 2011-12, 2012-13, and 2013-14 in Schedules "A" through "F" attached.
- B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.
- C. Employees will be paid on the 15th and 30th of each pay month.
- D. When payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck or direct deposit receipt prior to the non-working day with one exception. Ten-month employees will receive their end of year paycheck or direct deposit receipt within five (5) working days after the close of the school year (last day of teacher attendance), but not later than June 30.
- E. All employees will have the option of direct deposit. The election of direct deposit can only be done during the month of July. Any further reasonable changes can be made during the year.
- F. Employees may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in a mutually agreed upon depository. Deduction forms must be filed with the Business Administrator/ Board Secretary at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification must be given in writing prior to the 5th of any month of desired change. Payroll deductions for each employee will be computed in accordance with the base pay.

ARTICLE VI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent, through the building principal. Such statement shall include employees' desired change with the school or schools, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than March 30.
- B. As soon as staffing needs are known, the Superintendent shall inform the staff of all known vacancies.
- C. The determination of requests for voluntary transfers and/or reassignments shall remain the sole discretion of the Board.
- D. Qualified employees who apply for promotional positions will be interviewed. Promotional positions are defined as positions paying a salary differential and/or positions on administrative/supervisory levels of responsibility, including but not limited to Superintendent, Business Administrator/Board Secretary, Principal, Supervisor of Buildings and Grounds, Supervisor of Special Education/LDTC, and Supervisor of Technology.

ARTICLE VII

SICK LEAVE

- A. All employees (part-time or full-time) employed for the entire contract year shall be entitled to the equivalent of one (1) sick leave day per month. A sick day shall be equivalent in duration to the employee's regular work day. Any employee whose contract commences subsequent to the beginning of the school year shall be entitled to one (1) day of sick leave for each month employed. Employees who leave prior to the conclusion of the school year, due to childbirth, shall be entitled to all sick leave days for the entire year. The Board shall require an employee to file a physician's certificate with the Business Administrator/Board Secretary, for Board review, in order to obtain sick leave when the following exists:
 - 1. Notification by the Superintendent that there is an alleged abuse of sick leave.
 - 2. An extended sick leave of five (5) or more consecutive school days.
- B. Upon request, employees who have used all their accumulated sick leave will have their case reviewed by the Board for possible merited extension and/or compensation.
- C. Employees shall be given a written statement of accumulated sick days, family illness days, and personal days without reason, on each paycheck stub. At any time of the year, an employee may contact the central office to dispute any discrepancies in these totals. All employees shall receive a copy of the completed and signed "Personal Absence Report" form for all absences.

ARTICLE VIII

INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection for all eligible employees working 28 hours or more per week. The Board shall make payment of the premium costs for all employees and their dependents of a health benefits plan, equal to or better than, the health plan in effect as of November 1, 2006.

1. Effective on the first date of the agreement, eligible employees shall be offered only a Direct Access POS medical insurance program with \$5.00 in-network office co-payments. When both spouses are employed in the District only one spouse will be eligible for coverage rather than separate coverages. Employees within this category are eligible for any discontinuance or waiver payment. Re-enrollment is immediate and automatic upon death of a spouse or divorce.
2. An eligible employee enrolling in health-care insurance protection shall contribute 1.5% of annual base salary as set forth by statute.
3. Eligible employees waiving insurance coverage shall receive an opt-out payment equal to 25% of the premium of the coverage waived, up to a maximum of \$5,000.00. The payment will be made in two (2) installments: one in December and one in June. If discontinuance of benefits is for less than a full year, the payment will be prorated. Reenrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.

B. Teachers, Secretaries, Custodians and Full-Time Teacher Aides, hired prior to July 1, 1998, shall be entitled to the following benefits provided by the Board for each year of the contract:

1. 100% payment on a mutually agreed upon dental plan for all teachers, custodians, secretaries and full-time teacher aides (hired prior to July 1, 1998). The plan to be provided for this contract period shall be the Delta Dental Plan of New Jersey, Inc., with payment for Preventive, Diagnostic and Basic Benefits Services at 100%. The maximum benefit in 2008-09 and 2009-10 will be \$1,000 per employee and \$1,000 for each covered dependent. In 2010-11, the maximum benefit will increase to \$2,000 per employee and \$2,000 for each covered dependent. In addition, 50% - 50% on Prosthodontic and Orthodontic services will be provided with a limit of \$1,000 per employee and \$1,000 for each covered dependent. In 2010-11, the benefit will increase to \$2,000 per employee and \$2,000 for each covered dependent.
2. A prescription plan, equal to or better than, the prescription plan in effect as of November 1, 2006 (\$5 -\$10 co-payment). If a plan of equal or better value becomes available for consideration, acceptance by both parties would be necessary to generate a change.

3. An optical plan with up to a \$10,500 Board-paid premium amount with 12 months frequency of service and a zero co-payment program. If the annual premium exceeds \$10,500 for CEA employees covered under this plan, the Board has the right to negotiate with the CEA for one of the following:

- a. A new optical plan with a premium not to exceed \$10,500;
- b. Charge the premium difference to the employees.

Teachers, Secretaries and Custodians hired after June 30, 1998, will not receive the benefits described under Article VIII, B1, B2 and B3, until completion of three (3) continuous years of employment. Full time teacher aides (28 hours or more) hired after June 30, 1998, will not receive the benefits described in Article VIII, B2, until completion of 3 (three) continuous years of employment.

Employees described in Section C will be enrolled for these benefits prior to the completion of 3 years, as necessary to guarantee that they will receive those benefits beginning on the first day of the fourth year of their employment (or earlier).

ARTICLE IX

PROFESSIONAL ETHICS

- A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance and that there should be no interference with such operation.
- B. The Association covenants and agrees that neither the employee organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from a position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- C. The Association further agrees that no member shall refuse to cross any picket line, or will engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the School District.
- D. In the event of a strike, slowdown, walk-out, job action, or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Board to deem such activity as grounds for termination of employment of such employee or employees, subject, however, to the application of the tenure Hearing Law.

ARTICLE X

BOARD RIGHTS AND RESPONSIBILITIES

A. Subject to the express provisions of this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The management and administrative control of the operation of the School District and its properties and facilities and activities of its employees;
2. To hire all employees and to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for just cause;
4. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction, and material used for instruction;
5. To determine the methods, means, and personnel by which the District operations are conducted;
6. To determine the content of job qualifications and duties;
7. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations.

ARTICLE XI

MEMBERSHIP AND REPRESENTATION FEE DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Unified Associations (Carlstadt Education Association, Bergen County Education Association, New Jersey Education Association and the National Education Association) as said employees individually and voluntarily authorized the Board to deduct. Requests must be filed with the Business Administrator/Board Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board. Notice of withdrawal is effective on January 1 and July 1 next succeeding the date of which notice of withdrawal is filed.
- B. If any eligible employee does not become a member of the Association during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
 - 1. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Association.
 - 2. The Board will deduct the representation fee in equal installment as nearly as possible, from the paychecks paid to each employee on the aforesaid listing during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a) Within 60 days after receipt of the aforesaid list by the Board; or
 - b) 60 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position,

whichever is later.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than 60 days after the Board received said notice.
5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the Association on an equal basis at all times.
6. The Association shall certify that a demand and return system is in existence.
7. The Association shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of properly fulfilling its obligations under this Article, including but not limited to, paying reasonable attorneys fees and/or legal damages.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

All teachers, custodians and secretaries, for whom the Association is authorized to negotiate, shall be entitled to the following temporary non-accumulative leaves of absence, with pay each year of this agreement.

A BEREAVEMENT:

1. Up to four (4) work days for leave within seven (7) calendar days immediately following the day of death of a member of the immediate family (father, mother, sister, brother, spouse, adult residing in the household in a spousal-like relationship with the employee, child, mother-in-law, father-in-law, grandchild, or grandparents). Additional day(s) will be considered, upon written request to the Superintendent.
2. One (1) day leave for day of funeral of any other relative, per occurrence.
3. In the event of the death of a teacher or student in the school district, a representative number of employees (not to exceed four) shall be granted the day off to attend the funeral. The selected employees will be determined at the Superintendent's discretion, in consultation with the building principal, and the Association leadership.

B ILLNESS IN THE FAMILY:

1. Leave for illness of immediate family members shall be limited to five (5) days per year. Immediate family members shall include mother, father, spouse, adult residing in the household in a spousal-like relationship with the employee, and child. Any sibling residing in the household shall be included for purposes of this paragraph.

Request for personal leave in Sections A and B above shall be filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. The employee shall state the reason for the request and explain the necessity for the matter to be handled during school hours.

C PERSONAL DAYS:

A maximum of three (3) teachers, one (1) custodian and one (1) secretary per day, on a first come, first served basis, will be permitted three (3) days leave of absence for personal matters, upon written application to the Superintendent, through the building principal, at least two (2) days in advance of the contemplated absence. Employees shall not be required to state reason for taking such leave, other than that it is being requested under this section.

These days shall not be granted prior and/or subsequent to the December holiday recess, Spring recess and/or last day of pupil attendance prior to summer vacation. Half (1/2)-day requests shall be granted for emergency situations only.

At the end of each school year (June 30th), all unused personal days shall be added into the employee's accumulated sick day total.

D EMERGENCY PERSONAL DAYS:

In an emergency, the Superintendent, upon being informed by the employee of the nature of the emergency, may waive specific restrictions, and authorize an emergency personal day. Written explanation of the emergency shall be submitted to the Superintendent within two (2) days of occurrence. However, emergency days may only be requested when an employees personal days without reason have been exhausted. In the event of the use of a personal day without reason for an emergency situation, the restrictions in Section C, paragraphs 1 and 2 will be waived.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. The Board shall grant disability leave, with or without pay, during the disability period, upon request of the employee. Subsequent to the disability period, the employee may, with the Board approval, be granted an extended leave of absence, without pay. The employee may elect to use accumulated sick leave for said disability period subject to the following stipulations and limitations:

1. The Board may remove any employee from his/her duties for any of the following reasons:

a) Job performance substantially declines from the period preceding disability.

b) Physical condition or capacity renders the employee incapable of performing assigned duties, which shall be deemed to exist if:

1) The employee fails to produce a physician's certificate that the employee is medically able to continue working, or

2) The Board's physician concludes that the employee is unable to continue working.

3) In the event the physician of the employee shall be of the opinion that said employee is capable of performing duties up to specified date but the medical examiner of the Board shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The employee and the Board shall share the expense of any examination by an impartial third physician equally.

2. Any tenured or non-tenured employee seeking such leave shall apply to the Board sixty (60) days prior to the beginning of the leave. At the time of application the employee shall specify in writing the date on which said employee wishes to return.

The Board shall require said employee to produce a certificate from the employee's physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, the Board shall grant such leave. The Board may change the requested dates upon finding that the grant

of leave for the dates stipulated and medically confirmed would interfere with the administration of the school.

After a leave has been approved, the commencement or termination dates thereof may be further extended or reduced upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for an additional period of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated.

Any extension shall be limited to one additional school year. A request for extension of leave must be made at least three (3) months prior to the expiration of the first leave.

3. The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period. The leave period shall not be counted for tenure purposes.
4. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if in attendance for more than 100 working days. Attendance for 100 days or less shall result in no advancement on the salary guide.

B. Provisions regarding return to work.

1. The Board shall have the right to require an employee who desires to return to duty to produce a physician's certificate stating the employee is capable of resuming duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee; the Board shall pay the expenses for an examination by an impartial third physician.
2. Failure of the employee to resume duties on the agreed upon return date may constitute grounds for dismissal.

C. Provisions regarding Child Rearing Leaves.

1. In the case of a birth or adoption placement of a child, any employee may request a leave without pay for child rearing purposes. The Board shall not unreasonably deny such request.
2. In cases where both husband and wife may be employees of this school system, only one of said persons should be entitled to such leave.
3. In the case of female employees, the application for child rearing leaves may be

made to become effective immediately upon termination of anticipated disability leave.

4. Child rearing leave, if approved, shall be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may, upon the request of the employee and approval of the Board, be extended for one additional year provided the request is made prior to May 1 of the year preceding the additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.
 5. Where a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
 6. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.
 7. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is with the capabilities or certification of such employee.
 8. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.
- D. A leave of absence, without pay, for a school year other than disability, may be granted to any tenure employee when said employee applies for said leave, in writing, to the Superintendent and is approved by the Board.

ARTICLE XIV

MISCELLANEOUS EMPLOYEE PROVISIONS

- A. Employees may individually elect to have any legal portion of the monthly salary deducted for participation in one or up to six mutually agreed upon Tax Deferred Annuity Plan(s) in addition to PERS & TPAF. Deduction forms shall be filed with the Business Administrator/Board Secretary at the start of each school year. Notice of termination or modification shall be given in writing prior to the 1st of any month of desired change.
- B. Copies of this Agreement shall be printed at the expense of the Board after agreement with the association. The Agreement shall be given to all employees.
- C. A child of a non-resident employee of this district may be enrolled in the schools of this district. The tuition for said student, absorbed by the Board of Education, will be limited to the district's per pupil cost, defined as the Total Comparative Cost Per Pupil as contained in the New Jersey School Report Card. Any costs in excess of the per pupil cost will be the responsibility of the employee. The employee shall be obligated to provide transportation for his/her child or children at the employee's own expense.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement:

All teachers employed in the district prior to July 1, 1995 shall be eligible for tuition reimbursement. Teachers employed subsequent to July 1, 1995 shall be eligible for tuition reimbursement after completion of two academic years in the district. Teachers with sub-standard and/or provisional certification will not receive reimbursement for courses taken for permanent certification or other certification purposes. Reimbursement will be made under the following conditions:

1. The course work must be graduate level course work at an accredited university;
2. All course work that demonstrates a potential of benefit to the district and is subjected to approval by the Superintendent in advance of commencing any course work;
3. A teacher must earn a grade of "B" or better in order to receive tuition reimbursement. An official university transcript indicating satisfactory completion of the course must be submitted prior to reimbursement;
4. The Board will budget \$1,000.00 times the number of teachers employed in each year of this agreement for the payment of college courses. Credit reimbursement will be based on the fiscal year and distributed as follows:
 - a. Teachers will receive full tuition compensation for the first three approved credits, up to \$500.00 per credit, upon submission and approval of necessary paperwork.
 - b. Teachers who have submitted vouchers for additional approved courses, up to six additional credits, will be eligible for partial or full reimbursement, based on the availability of funds, at the end of the fiscal year.
 - c. All paperwork for reimbursement must be submitted to the Business Administrator/Board Secretary no later than June 10th in order to be considered for payment in a given contract year.
5. Forms(s) will be developed by the Board to facilitate initial approval and reimbursement;
6. It is agreed that a teacher who receives tuition reimbursement under this paragraph is required to give a full year's service to the school district in the school year following receipt of the money.

B. Advancement on the Salary Guide:

1. All graduate level course work from an accredited university which is approved by the Superintendent in accordance with paragraph A.3 of this article, will be considered in determining eligibility for a salary column change for increased academic preparation.
2. Salary column changes for increased academic preparation will be made only for the full year or for the second half of the school year.
 - a. To be eligible for a full year change, all required course work must be completed by September 1 and satisfactory evidence of eligibility must be submitted by October 15 (in which case the change shall be made retroactive to September 1).
 - b. To be eligible for a second half of the year change, all required course work must be completed by February 1 and satisfactory evidence of eligibility must be submitted by March 15 (in which case the change will be made retroactive to February 1).

ARTICLE XVI

TEACHER WORK YEAR

- A. The teacher work year shall not exceed 186 days.
- B. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- C. The Association may see the school calendar before final adoption by the Board. In determining the school calendar, the Board, through the Superintendent, may accept suggestions and recommendations from the Association.

ARTICLE XVII

TEACHER EMPLOYMENT

- A. The Board with the Superintendent's recommendation shall determine placement on salary guide for the experienced teacher applicant.
- B. Up to four years of military service shall be recognized as equivalent years of teaching service on the guide. Legal evidence of said military service must be submitted to the Board.
- C. The Board shall be notified of the teacher's intentions as required by state statute on forms to be supplied by the Board.
- D. Non-tenured teachers shall be notified by the Board of their employment status for the ensuing year in accordance with New Jersey Statutes 18A: 27-10 (May 15th as per 1995 amendment). Other teachers for whom the Association is authorized to negotiate, shall be notified by the Board of their salary status no later than three (3) weeks after signing of the Agreement between the Association and the Board, or date stated in above statute, whichever is later. All signed contracts shall be returned to the Board within two (2) weeks of issuance.
- E. Any teacher employed prior to February 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher employed after February 1 shall not receive advancement on the salary guide.
- F. A longevity stipend of \$1,200.00 will be provided for teachers completing twenty (20) years of service in the Carlstadt Public Schools. All teachers employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.
- G. An additional longevity stipend of \$800.00 will be provided for teachers completing twenty-five (25) years of service in the Carlstadt Public Schools. All teachers employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.

ARTICLE XVIII

TEACHER HOURS AND TEACHING LOAD

- A. Teachers will devote to their assignments the time necessary to meet their responsibilities. Teachers will indicate their presence for duty by placing their initials in the appropriate column if on time, or by specifying the exact time, if late. Teachers shall also place their initials in the appropriate column when leaving.
- B. The teacher work day shall begin at 8:30 a.m., and conclude at 3:30 p.m. Teachers shall have a duty free lunch of 41 minutes to correspond with a pupil 41 minute lunch period. On Fridays, or on days preceding holidays or vacations, on days of full class trips, field days, or when teachers return in the evening for school related functions, the teachers shall be permitted to leave 10 minutes after pupil dismissal. On 11 a.m. delayed opening days due to inclement weather, the work day need not include a duty-free lunch.
- C. Pre-kindergarten through fifth grade teachers shall be guaranteed two hundred thirty (230) minutes and sixth, seventh, and eighth grade teachers shall be guaranteed two hundred fifty (250) minutes of professional time per week. Special area teachers, with the exception of the speech and special education teachers, shall be guaranteed two hundred thirty (230) minutes of professional time per week. All the above named teachers will also be entitled to a minimum of five (5) thirty (30) minute blocks per week of professional time. All efforts will be made to schedule one thirty (30) minute block per day. The speech and special education teachers shall be guaranteed one hundred fifty (150) minutes of professional time per week. However, every effort will be made to give speech and special education teachers 230 minutes per week. In the event that a speech or special education teacher receives less than 230 minutes per week, said party will be excluded from any special assignments. Since these are mandated programs and do not lend themselves to local control, the board will make reasonable efforts to schedule professional time in minimum blocks of thirty (30) minutes per day in the areas of speech and special education. If the guaranteed time is not possible due to extenuating circumstances, the special education and/or speech teacher will receive a blue slip for appropriate compensation (150 minutes total).
- D. No seventh and eighth grade teacher involved in the teaching of the major subjects of English, Mathematics, Reading, Science, Social Studies, shall normally be scheduled to teach more than six (6) teaching periods per day, however, in case of emergency, may be called upon to cover a class during a professional period. No sixth grade classroom teacher shall normally be scheduled to teach more than 30 teaching periods per week, however, in case of emergency, may be called upon to cover a class during a professional period. The advisory period in grades, 6, 7 and 8 will be considered a teaching period. Additionally, sixth, seventh and eighth grade classroom teachers (as described in this paragraph) may be assigned one (1) remedial or ATP class per week. This assignment may only be assigned during an

available special assignment period.

- E. In the event a teacher has to teach during a professional period, said teacher will be paid twenty-five (\$25.00) dollars for any thirty (30) minute period coverage and thirty (\$30.00) dollars for any period of over thirty (30) minutes.
- F. Teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month. Meetings shall not extend beyond 4:30 p.m. No meetings shall be held on Friday or before holidays, except in case of emergency.
- G. Teachers who are required to travel from one school to another during the lunch period, shall be provided with 10 minutes of travel time. Any teacher traveling during the AM or PM session will receive 15 minutes of travel time. Every effort will be made by administration to arrange schedules to minimize travel.
- H. The notice of, and agenda, for meetings will be given to the teachers involved one (1) day prior to the meetings, when time permits.
- I. Teachers may be required to attend no more than five (5) evening assignments or meetings each school year, without additional compensation, except the music teachers who may be required to attend no more than nine (9).
- J. No duties will be assigned before 8:35 a.m.* In addition, the only specific duties that can be assigned between 3:00 p.m. and 3:30 p.m. are as follows:
 - 1. Door Duty (3:00 p.m. to 3:10 p.m.)
 - 2. Hall Duty (3:00 p.m. to 3:10 p.m.)
 - 3. Bus Duty (3:00 p.m. to 3:10 p.m.)
 - 4. Band Practice by the Instrumental Music Teacher. If this teaching duty is required, it will be exchanged for an equivalent thirty (30) minute unassigned period during the regular school day.

*A maximum of 15 teachers will be available everyday for playground supervision between 8:30 a.m. and 8:35 a.m. In case of inclement weather and/or an emergency, this supervision may be moved indoors to a designated area, at the discretion of the principal. All certified teacher personnel, as described in Article 1, will be used for this duty. Every effort will be made to assign this duty on an equal rotating basis.

The instrumental music teacher's work day, for a maximum of two (2) days per week (Monday through Friday), may begin at 8:00 a.m. and conclude at 3:00 p.m. (If a Friday is used, the teacher shall be allowed to leave 20 minutes early on a mutually agreed upon date). This assignment will begin at the start of the school year and finish at the conclusion of the school year. A 30 minute unassigned time period will be provided to the instrumental music teacher on the same days as when the starting time is at 8:00 a.m. If administration chooses to use this option, this schedule will be

determined by the building principal, with input from the instrumental music teacher. Should a meeting be scheduled for any of these days, the instrumental music teacher will be exempt from required attendance at the meeting, except in the case of an emergency meeting. In the case of an emergency meeting, the teacher shall be allowed to leave at 3:00 p.m. on a mutually agreed upon date.

- K. "Lunchroom Supervision" – Teachers*/ teacher aides may be assigned to lunchroom supervision if time is available in their schedules. A maximum of two (2) teachers*/ teacher aides will be assigned to each lunch period. Assignments will be dispersed as equally as possible amongst the available personnel. It is understood this duty will be in addition to the services of the lunchroom aides, and not in lieu of their services. Every effort will be made not to assign more than three (3) lunchroom duties to any one teacher/teacher aide in a given week.

Teachers*/teacher aides may volunteer for lunchroom supervision. They will be compensated at the rate described in Article XVIII, Section E. If a volunteer is available, he/she will be given consideration for a lunchroom assignment.

* The word "teachers" (above) refers to "Certified Teacher Personnel", as described in Article I – Recognition. One to one teacher aides as per IEP's shall not be counted in this maximum.

- L. Summer work for CST and/or Guidance teachers may be offered at the discretion of the Superintendent. It is not required that the CST or Guidance teachers accept these offers. Each summer day will be payable at 1/200th of the teacher's annual salary.

ARTICLE XIX

EXTRACURRICULAR ACTIVITIES

The stipends shown in Schedule "J" will apply provided activities have prior approval of the Board. The Board shall have sole discretion to add or delete activities/clubs from the schedule without limitations and determine the number of coaches, advisors, chaperones, or other personnel needed for each activity. It is further understood that if an activity is added, the parties shall negotiate a stipend for said activity.

In the event the coach, advisor, chaperone, or other personnel resigns or is removed from the activity/club prior to completion, said coach, advisor, chaperone, or other personnel shall receive a pro-rated stipend.

Curriculum Guide Project stipends will apply to those curriculum guide projects approved by the Board. The Board shall have sole discretion to determine the projects, and number of writers, for these projects.

DEFINITIONS:

Extracurricular Activities – Those activities or assignments not specified as part of the teaching and duty assignments in the regular workday, workweek, or work year.

Curriculum Guide Projects – A written document that gives both structure and direction to the educational program. Further, it tells what is to be taught in a given subject for a particular grade or combination of grades through general stranded goals and specific instructional objectives.

Club – A Board approved student activity, which takes place at the immediate conclusion of the student's school day (3:00 PM). The advisor shall submit, for Board approval, the prescribed board application for club activities.

STIPEND DISBURSEMENT:

- A. Hourly or per session rate payments for extra curricular activities will be paid on the 15th of the month. All time sheets must be submitted by the 5th of that month.
- A. Single payment stipends will be paid within 30 days following completion of the activity.

Schedule J – Extra Curricular Activities

	11-12	12-13	13-14
Clubs: must meet from 3:00 p.m. until 4:00 p.m.	\$44 per session	\$44 per session	\$44 per session
Intramural Athletics Advisor: must meet minimum of 3:00 p.m. until 4:15 p.m.	\$61 per session	\$61 per session	\$61 per session
Curriculum writing, a minimum of 20 hours of work outside of the normal teacher day, not in a committee meeting.	\$51 per hour	\$51 per hour	\$51 per hour
Play Director	\$2,955	\$2,955	\$2,955
Play Assistants (no more than 2)	\$1,880	\$1,880	\$1,880
Overnight Chaperone	\$232 per night	\$232 per night	\$232 per night
Yearbook Advisor	\$882	\$882	\$882
Assistant Yearbook Advisor	\$409	\$409	\$409
Student Council (to be divided equally) Minimum of 2 advisors, Maximum of 3 advisors.	\$1,042	\$1,042	\$1,042
Professional Development Committee – Chairperson	\$992	\$992	\$992
Professional Development Committee – Member	\$551	\$551	\$551
Professional Development Committee – Secretary/Typist	\$304	\$304	\$304

ARTICLE XX

PAYMENT FOR UNUSED SICK LEAVE

SECTION A:

Effective July 1, 2001, any teacher, secretary, or custodian who retires according to the provisions of the Teachers Pension and Annuity Fund or the Public Employees Retirement System, in order to receive immediate benefits, and not merely "deferred retirement," shall be eligible for payment for unused sick leave.

Payment shall be on retirement from service only. Proof of filing with the appropriate retirement system must be submitted to the district. This will be payable subsequent to January 1st, and prior to January 30th, of the year after the employee's retirement. In the event of the death of the employee, prior to payment of this benefit, the payment will be made as scheduled to the estate of the employee.

Any teacher, secretary, or custodian, upon retirement from employment, shall be compensated for unused accumulated sick leave at the rate of \$80.00 for each accumulated sick day beyond the first fifty (50) accumulated days to a maximum of \$8,000.

ARTICLE XXI

CUSTODIAN PROVISIONS

A. Probationary Period

1. Upon being hired, all newly hired regularly employed custodians, shall be on probation for a period of one year, with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

- B. Custodians assigned to the day shift shall work eight (8) hours per day, Monday through Friday, commencing at 7:00 a.m. and concluding at 4:00 p.m. with one (1) hour for lunch. Custodians assigned to the midday shift shall work eight (8) hours per day, Monday through Friday, commencing at 10:00 a.m. and concluding at 7:00 p.m., with one (1) hour for lunch. Custodians assigned to the night shift shall work eight (8) hours per day, Monday through Friday, commencing at 2:30 p.m. and concluding at 11:00 p.m., with one-half (1/2) hour for lunch.
- C. Full-time custodians shall work for twelve (12) months, from July 1, through June 30.
- E. Custodians shall obtain a low-pressure fireman's license, at Board expense, within one (1) year of appointment or be subject to termination.
- E. Custodians assigned to the midday shift (days that school is scheduled to be in session, or on any other day that the Board may deem this service to be necessary) shall receive an additional \$750 (\$900 effective July 1, 2009) to their salary per year, for the duration of this agreement. Custodians assigned to the night shift (days that school is scheduled to be in session, or on any other day that the Board may deem this service necessary) shall receive an additional \$1,500 (\$1,800 effective July 1, 2009) to their salary per year, for the duration of this agreement. Shift differentials shall be prorated for part-time custodians.
- F. If reassignment of a late afternoon shift custodian is necessary to fill the normal duties of a day shift custodian, while schools are in session, and less than 24 hours notice is given for reassignment, the hours worked during the first day only shall be paid at time and one-half.
- G. Full-time custodians will be offered all available over-time first. If no full-time custodian accepts, or cannot be contacted, part-time custodians may be offered over-time. Over-time is for weekly (Monday through Sunday) time over 40 hours.
- H. All regularly employed custodians will receive the following paid holidays: Independence Day (only for 12-month employees), Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, and Memorial Day. If school is in session on any of these listed holidays, the custodians are

required to work that day in exchange for an additional floating holiday. The custodian, with the prior approval of the administration, may take any floating holiday provided in this manner.

J. Custodians hired prior to July 1, 1998 will receive vacations as follows:

Completion of 1 through 4 years of service – 2 weeks

Completion of 5 through 9 years of service – 3 weeks

Completion of 10 years of service and over – 4 weeks

Custodians hired after July 1, 1998 will receive vacations as follows:

Completion of 1 through 5 years of service – 2 weeks

Completion of 6 through 14 years of service – 3 weeks

Completion of 15 years of service and over – 4 weeks

The month of completion above shall be June. Any custodian who is appointed subsequent to July shall be granted vacation on the following July 1st in accordance with the following table:

Starting Month of Employment	Vacation Granted on following July 1 st
August	6 Days
September or October	5 Days
November or December	4 Days
January or February	3 Days
March or April	2 Days
May or June	1 Day

Custodians may elect to use up to five (5) vacation days during the student school year. No more than one (1) custodian may use a vacation day during the student school year at one time.

Requests for normal summer vacations shall be granted on the basis of seniority and no more than two (2) custodians shall be granted the same week(s) for vacation. In addition, the full week prior to the teacher school year shall not be permitted for vacation.

10-month custodians are not eligible for vacations.

- K. Any custodian employed prior to January 1st, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any custodian employed after January 1st, shall not receive advancement on the salary guide.
- L. The Board will supply each custodian with five (5) pairs of trousers and five (5) shirts each year. This uniform must be worn while on the job. In addition, the Board will supply each custodian with two (2) pairs of safety work shoes (a varied selection will be provided). Safety work shoes must be worn at all times. The Board will also supply a rain jacket and pants for each custodian, plus a lifting belt that must be

used when lifting heavy objects. A custodian appointed after January 1st, shall be provided with three (3) pairs of trousers, three (3) shirts, and one (1) pair of safety work shoes, as well as the rain jacket, rain pants, and lifting belt. The clothing vendor shall be selected by the Board. If sizes are unavailable, the custodian may apply to the Board for an alternate vendor.

- M. One (1) custodian will be permitted to represent his unit at each Association meeting. The custodian attending the meeting shall be the custodian in the building where the meeting is being held. Said custodian will be released from duties after providing at least twenty-four (24) hours notification to the building principal, and barring unforeseen emergencies.
- N. A longevity stipend of \$500 will be provided for custodians completing ten (10) years of full-time service in the Carlstadt Public Schools. Custodians employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.
- O. An additional longevity stipend of \$300 will be provided for custodians completing fifteen (15) years of full-time service in the Carlstadt Public Schools. Custodians employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.
- Q. In the event the Board decides to privatize custodial duties, the Board will notify the custodian(s) involved two (2) months in advance, and will grant the custodian(s) involved four (4) weeks severance pay.

ARTICLE XXII

SECRETARY PROVISIONS

A. Reduction in Work Force

Reduction in force for tenured secretaries shall be made on the basis of seniority. An employee who is laid off pursuant to Paragraph 1 above, shall be rehired in the event of a vacancy, by seniority of those deemed qualified by the Board (i.e., the last employee deemed qualified by the Board to be laid off shall be the first to be rehired). Accrued seniority in the District shall not be lost during the period of layoff.

B. Probationary Period

Upon being hired, a regularly employed secretary shall be on probation for a period of one year, with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

C. Secretaries shall work Monday through Thursday, commencing at 8:00 a.m., and concluding at 4:00 p.m. On Fridays, and on days preceding holidays or vacations, their work shall commence at 8:00 a.m., and conclude at 3:30 p.m. All secretaries shall be guaranteed a 41 minute duty free lunch each day.

D. Full-time secretaries shall work for 12 months, from July 1 through June 30.

E. The work year for secretaries includes all days when children and/or teachers are in school with the exception of summer recess.

F. Any secretary employed prior to January 1st, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any secretary employed after January 1st shall not receive advancement on the salary guide.

G. One (1) secretary will be permitted to represent the secretarial unit at each Association meeting. The secretary attending the meeting shall be the secretary in the building where the meeting is being held. Said secretary will be released from duties at 3:15 p.m. on the afternoon of the meeting, after providing at least twenty-four (24) hours notification to the building principal.

H. Secretaries will be granted permission to attend up to two (2) professional workshops per year approved by the Superintendent on days when school is not in session.

I. A longevity stipend of \$500 will be provided for secretaries completing ten (10) years of full-time service in the Carlstadt Public Schools. Secretaries employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

An additional longevity stipend of \$300 will be provided for secretaries completing fifteen (15) years of full-time service in the Carlstadt Public Schools. Secretaries

employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

J. Secretaries hired prior to July 1, 1998, will receive vacations as follows:

Completion of 1 through 4 years of service - 2 weeks

Completion of 5 through 9 years of service - 3 weeks

Completion of 10 years of service and over - 4 weeks

Secretaries hired after July 1, 1998, will receive vacation as follows:

Completion of 1 through 5 years of service – 2 weeks

Completion of 6 through 14 years of service – 3 weeks

Completion of 15 years of service and over – 4 weeks

This vacation time will be granted upon request between July 1st and August 30th, subject to the following two (2) conditions: there shall be no more than a two (2) week overlap of secretary vacation time. Also, no more than two (2) secretaries shall be on vacation at the same time during the summer.

In addition, secretaries may elect to take up to five (5) of their vacation days during the student school year. No more than one (1) secretary may use a vacation day during the student school year at one time.

10-month secretaries are not eligible for vacations.

ARTICLE XXIII

TEACHER AIDE PROVISIONS

- A. All newly hired teacher aides shall be on a probationary period of one year with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord. A new contract will be issued annually thereafter to all full time teacher aides.
- B. Regularly employed full-time (28 hours and over per week) teacher aides shall work the same time and schedule as teachers. This includes returning to school for evening functions, when their assigned students are in attendance, not to exceed five (5) evenings per school year.
- C. Any aide employed on or before February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher aide employed after February 1st shall not receive advancement on the salary guide.
- D. Teacher Aides shall be entitled to three (3) personal days per year without reason. No more than one teacher aide shall be granted a personal day on any one day. All requests shall be granted on a first come, first served basis, upon written request filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. At the end of each school year (June 30th), all unused personal days shall be added into the employee's accumulated sick day total.
- E. Teacher Aides shall be entitled to four (4) work days for leave within seven (7) calendar days immediately following the day of death of a member of the immediate family (as defined in Article XII, Section A, Number 1). Additional day(s) will be considered upon written request to the Superintendent. Teacher Aides are also entitled to one (1) day leave for the funeral of any other relative, per occurrence.
- F. Teacher aides working part time for the district (less than 28 hours per week) will be paid at a percentage rate of the appropriate step on the full-time teacher aide guide (Schedule F). The percentage rate will be formulated by taking the part-time aide's assigned weekly hour total and dividing it by 35 (full-time total hours), and multiplying it times the appropriate step on the guide.
- G. Leave for illness of immediate family members shall be limited to two (2) days per year. Immediate family members shall include mother, father, spouse, adult residing in the household in a spousal-like relationship with the employee, and child. Any sibling residing in the household shall be included for purposes of this paragraph. At the end of each school year (June 30th), all unused family illness days shall be added to the employee's accumulated unused sick day total.

ARTICLE XXIV

LIBRARY CLERKS

- A. All newly hired Library Clerks shall be on a probationary period of one year with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.
- B. Library Clerks shall be guaranteed four (4) hours work per day for the 180 day school year. The building principal must authorize any extra hours.
- C. Library Clerks shall be entitled to three (3) personal days per year without reason. No more than one library clerk shall be granted a personal day on any one day. All requests shall be granted on a first come, first served basis, upon written request filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. At the end of each school year (June 30th), all unused personal days shall be added into the employee's accumulated sick day total.
- D. Library Clerks shall be entitled to four (4) work days of leave within seven (7) calendar days immediately following the day of death of a member of the immediate family (as defined in Article XII, Section A, Number 1). Additional day(s) will be considered upon written request to the Superintendent. Library Clerks are also entitled to one (1) day leave for the funeral of any other relative, per occurrence.
- E. Library Clerks will be paid on an hourly basis as follows:

	11-12	12-13	13-14
Step 1	\$14.95	\$15.25	\$15.56
Step 2	\$16.52	\$16.85	\$17.19
Step 3	\$18.02	\$18.38	\$18.75
Step 4	\$19.52	\$19.91	\$20.31

- F. On days that schools are closed due to inclement weather, or any other emergency, Library Clerks will receive their normal pay for the day, had school been in session.
- G. Leave for illness of immediate family members shall be limited to two (2) days per year. Immediate family members shall include mother, father, spouse, adult residing in the household in a spousal-like relationship with the employee, and child. Any sibling residing in the household shall be included for purposes of this paragraph. At the end of each school year (June 30th), all unused family illness days shall be added to the employee's accumulated unused sick day total.

ARTICLE XXV

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

Subject to applicable law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective for a term of three (3) years, commencing on June 27, 2011 and ending June 26, 2014.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

THE CARLSTADT EDUCATION ASSOCIATION

ATTEST:

Jessica Nilsson
Secretary

BY:

Jacqueline Henderson
President

THE BOARD OF EDUCATION OF THE BOROUGH OF CARLSTADT

BY:

ATTEST:

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Walter Bess

Schedule A**TEACHERS SALARY GUIDE: 2011-12**

This guide is implemented on February 1, 2012. Teachers are frozen on their salary/step from 2010-11 until February 1, 2012.

Step	BA	BA+15	MA	MA+15	MA+30
1	48,548	50,016	54,046	58,450	61,841
2	48,548	50,016	54,046	58,450	61,841
3	48,548	50,016	54,046	58,450	61,841
4	48,673	50,446	54,752	59,427	62,800
5	49,889	51,926	56,662	61,344	64,916
6	51,901	53,938	58,778	63,461	67,032
7	54,016	56,053	61,317	66,000	69,522
8	56,662	58,699	64,281	68,969	72,753
9	59,519	61,662	67,455	72,350	76,245
10	62,799	64,942	71,053	75,983	80,160
11	66,503	68,546	75,498	80,603	85,021
12	70,946	73,089	80,152	85,370	89,998
13	76,127	78,270	85,862	91,285	95,921
14	82,152	84,296	91,994	97,418	102,258
15	90,051	92,278	100,115	105,699	110,652

Schedule B

TEACHERS SALARY GUIDE: 2012-13

Teachers remain on their same salary/step from February 1, 2012 for all of 2012-13.

Step	BA	BA+15	MA	MA+15	MA+30
1	48,548	50,016	54,046	58,450	61,841
2	48,548	50,016	54,046	58,450	61,841
3	48,548	50,016	54,046	58,450	61,841
4	48,673	50,446	54,752	59,427	62,800
5	49,889	51,926	56,662	61,344	64,916
6	51,901	53,938	58,778	63,461	67,032
7	54,016	56,053	61,317	66,000	69,522
8	56,662	58,699	64,281	68,969	72,753
9	59,519	61,662	67,455	72,350	76,245
10	62,799	64,942	71,053	75,983	80,160
11	66,503	68,546	75,498	80,603	85,021
12	70,946	73,089	80,152	85,370	89,900
13	76,127	78,270	85,862	91,285	95,921
14	82,152	84,296	91,994	97,418	102,258
15	90,051	92,278	100,115	105,699	110,652

Schedule C

TEACHERS SALARY GUIDE: 2013-14

Effective September 1, 2013. Teachers remain on same step from February 1, 2012; salaries are increased by \$1513.

Step	BA	BA+15	MA	MA+15	MA+30
1	50,061	51,529	55,559	59,963	63,354
2	50,061	51,529	55,559	59,963	63,354
3	50,061	51,529	55,559	59,963	63,354
4	50,186	51,959	56,265	60,940	64,313
5	51,402	53,439	58,175	62,857	66,429
6	53,414	55,451	60,291	64,974	68,545
7	55,529	57,566	62,830	67,513	71,035
8	58,175	60,212	65,794	70,482	74,266
9	61,032	63,175	68,969	73,863	77,758
10	64,312	66,455	72,566	77,496	81,873
11	68,016	70,059	77,011	82,116	86,534
12	72,459	74,602	81,665	86,883	91,511
13	77,640	79,783	87,375	92,798	97,434
14	83,665	85,809	93,507	98,931	103,771
15	91,564	93,791	101,627	107,210	112,165

Schedule D
SECRETARIAL SALARY GUIDE

Step	11-12	12-13	13-14
1	\$41,467	\$42,179	\$43,154
2	\$43,381	\$44,093	\$45,068
3	\$45,386	\$46,098	\$47,073
4	\$46,765	\$47,477	\$48,452
5	\$48,964	\$48,964	\$49,939
6	\$50,555	\$50,555	\$50,555
7	\$54,014	\$54,014	\$54,014
8	\$56,196	\$56,196	\$56,196
9	\$59,600	\$60,312	\$61,287

Secretaries move on step per year.

Schedule E

CUSTODIAN SALARY GUIDE

Step	11-12	12-13	13-14
1	\$47,241	\$48,119	\$48,601
2	\$50,575	\$51,453	\$51,935
3	\$52,967	\$53,845	\$54,327
4	\$56,500	\$56,500	\$56,982
5	\$61,046	\$61,924	\$62,406

Custodians move one step per year.

Schedule F

FULL TIME TEACHER AIDE SALARY GUIDE

Step	11-12	12-13	13-14
1	\$23,541	\$23,541	\$24,135
2	\$24,720	\$24,720	\$25,314
3	\$25,896	\$25,896	\$26,490
4	\$27,075	\$27,075	\$27,669
5	\$28,252	\$28,252	\$28,846
6	\$29,430	\$29,430	\$30,024
7	\$31,793	\$31,793	\$32,395

Teacher aides are frozen on 2010-11 step/salary until February 1, 2012, when the 2011-12 guide is implemented. Teacher aides are frozen on step/salary for 2012-13 until September 1, 2013 when the 2013-14 guides are implemented. Teacher aides do not move a step on September 1, 2013, but receive the corresponding new salary on the 2013-14 guide.